Telscape Mobile Plan Service
Terms and Conditions

We are Telscape Communications, Inc. In this document, we use the words “we,” “us,” “our” or “Telscape” to refer to Telscape Communications, Inc. Please carefully read this Agreement in addition to any information related to the mobile calling plan or plans (the “Plan”) you have selected, before filing it in a safe place. To contact us regarding this Agreement or your Plan, call Customer Service at **1-800-430-0443**. By accepting this Agreement, you are bound by its conditions.

1. General. This Agreement covers the terms and conditions you agree to be bound to. This Agreement together with the terms associated with the calling plan you select from the Telscape product catalog will determine how long your service commitment lasts, fees for early termination, and our rights regarding your service. You represent that you are at least 18 years old.
YOU ACCEPT THIS AGREEMENT WHEN YOU: (A) ATTEMPT TO OR IN ANY WAY USE ANY OF THE SERVICES; (B) PROVIDE YOUR WRITTEN OR ELECTRONIC SIGNATURE; (C) PAY FOR ANY SERVICES; OR (D) ACCEPT THROUGH AN ORAL OR ELECTRONIC STATEMENT. IF YOU DO NOT WANT TO ACCEPT, DO NOT DO ANY OF THESE THINGS.

2. Using Telscape Services. You agree to not use our Services in an unlawful, fraudulent or abusive manner. You may not resell or lease our Services to anyone without our prior written approval. Services are provided at our discretion and we may change or cancel Services at any time for any reason. We can, without notice, limit, suspend, or end your Service or any agreement with you for improper use of our products or services or for any violation of this Agreement including, but not limited to: (a) paying late more than once in any 12 months; (b) incurring charges larger than a required deposit or billing limit (even if we have not yet billed the charges); (c) lying or making a misrepresentation to us; (d) breaching this Agreement; (e) interfering with our operations; (f) “spamming,” or other abusive messaging or calling; (g) providing credit information we can not verify; or (h) using your service in a way that adversely affects our network or other customers. We can also temporarily suspend your mobile service if we detect unusual activity and suspect fraudulent use or for any operational or governmental reason. You are responsible for any use of our Services through any mobile device on your account including, but not limited to, use by children or minors. We strongly recommend that you closely monitor any such usage. Telscape mobile network services are provided on the nationwide mobile network of an underlying service provider (the “Network”).

3. Activating Service. Before we activate your account, you expressly authorize Telscape and/or its agent to check your credit and verify your identity, whether you ultimately take Services from us or not. You must have and maintain satisfactory credit to receive and continue to receive Services. We may charge a nonrefundable activation fee, deposit, prepayment or other fee to establish and/or maintain Services.

4. Changes to Agreement. Your service is subject to our business policies, practices, and procedures, which we can change with notice of at least one billing cycle. UNLESS OTHERWISE PROHIBITED BY LAW, WE CAN ALSO CHANGE PRICES AND ANY OTHER CONDITIONS IN THIS AGREEMENT AT ANY TIME. ANY CHANGES TO THE AGREEMENT BECOME EFFECTIVE WHEN WE PUBLISH THEM. IF YOU USE OUR SERVICES OR MAKE A PAYMENT TO US ON OR AFTER THE EFFECTIVE DATE OF THE CHANGES, YOU ACCEPT THE CHANGES. IF THE CHANGES HAVE A MATERIAL ADVERSE EFFECT ON YOU, YOU CAN END THE AFFECTED SERVICE, WITHOUT ANY EARLY TERMINATION FEE, BY CALLING US WITHIN 15 DAYS AFTER THE CHANGES GO INTO EFFECT.

5. Account Spending Limits & Deposits. We may impose an account spending limit on any account without notice. We may impose an account spending limit based on your credit history and/or payment history. We may suspend an account without prior notice when the account

balance reaches the account spending limit, even if the account is not past due. Services can be restored upon payment of an amount that brings the account balance below the account spending limit and any past due amounts. We may require an advance deposit from you to establish or maintain an account. We may change the deposit amount at any time with notice for good reason. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. You cannot use a deposit to pay any bill unless we agree. If your account is terminated for any reason, we may, without notice, apply your deposit to any outstanding charges. We may send any remaining deposit amounts to your last known address within 75 days after account termination. If the funds are returned to us, you may claim these funds for one year from the date of return without any accrual of interest for your benefit and is subject to a servicing fee charged against the balance. You forfeit any portion of the money left after the one-year period. We refund final credit balances of less than $1 only upon request.

6. Term Agreements. The prices you pay may depend in part on how long (the minimum term) you are agreeing in advance to do business with us. Prices do not include taxes or national and local surcharges. Unless we specifically tell you otherwise, our service plans require that you maintain service for a minimum term ("Term"), usually 1 or 2 years. (Periods of suspension of service do not count towards your minimum term.) After satisfying your Term, your Plan will automatically renew on a month to month basis ("Renewal Term"), unless you have agreed to extend your Term Commitment or have agreed to a new Term Commitment – for example, by accepting a new service price plan. If you do not want a Renewal Term, contact us at least 60 days prior to the end of your Term. For 60 days after the start of your Renewal Term you may cancel Service without incurring an early termination fee. Certain service, promotional or product offers may require that you agree to or extend a Term. As covered below, we may charge an early termination fee if you deactivate your Plan before the end of the Term or Renewal Term, except as otherwise provided for herein. To the extent any condition in your Plan expressly conflicts with this Agreement, the condition in your Plan will govern. The Term begins on the phone activation date and, for customers changing Plans, the Term begins on the date the new service Plan is selected.

7. Early Termination Fees. AN EARLY TERMINATION FEE WILL APPLY IF YOU CHOOSE TO END YOUR SERVICE BEFORE BECOMING A MONTH-TO-MONTH CUSTOMER, OR IF WE TERMINATE IT EARLY FOR GOOD CAUSE. THE EARLY TERMINATION FEE IS PER THE WIRELESS SERVICE AGREEMENT AND PUBLISHED IN THE PRODUCT CATALOG. All terminations by you during a monthly billing cycle become effective on the last day of that billing cycle. You remain responsible for all fees and charges incurred until that date and will not be entitled to any partial month credits or refunds.

8. Telscape Risk-Free Guarantee & Your Right to Cancel This Agreement. We will waive the early termination fee if, within 15 days of activation you advise you want to cancel Service and return your complete, undamaged Telscape Phone to us with the original retailer's proof of purchase and original receipt indicating the cost of the phone. Please contact Customer Service at 800-430-0443 to process your return and cancellation. You must still pay all charges based on actual usage (partial monthly service charges, taxes, activation fees and applicable surcharges).

9. Basic Service. All phone usage, including incoming and outgoing calls, incur charges. Most plans do not include roaming. Unused plan minutes do not carry over. On a call that crosses time periods, minutes are deducted or charged based on the call start time. Calls are rounded up to the next whole minute.

10. Add-a-Phone. Adding a phone to an existing Plan requires a minimum one-year Term for each phone added ("Secondary Line"). The first phone activated on the Plan ("Primary Line") and Secondary Lines may have different Term end dates. If the Primary Line on the account is terminated prior to the expiration of the Term of any Secondary Line, a Secondary Line must

move to the Primary Line position. Company may require updated credit information and approval.

11. Messaging. You may incur charges for accessing, sending or receiving messages on your device. We may impose limits on the number of voicemail, text, email or other messages that can be retained through your account. Indicators of messages on your device, including mailbox icons, may not always provide an up to date indication of new messages and you may at times need to manually reset or clear your mailbox indicator. Legitimate messages may be interrupted by software aimed at prevention of unsolicited bulk email, text messages or the like (“Spam”). We do not permit sending Spam. Telscape will terminate your service if we determine that you have used your phone to send Spam.

12. Coverage. Coverage is not available everywhere nor can we guarantee you will receive coverage at all times, or without interruptions or delays (e.g., dropped calls, blocked calls, etc.) in the coverage areas identified in our mapping brochures. This may include coverage on the Network as well as coverage we make available to you through agreements with other carriers (''off network'' or “roaming” coverage). There may be gaps in coverage within areas shown as covered on the maps. Actual coverage and quality of service may vary due to circumstances beyond our control, including network limitations, signal strength, interference from buildings and other structures and atmospheric conditions. There are places, particularly in remote areas, with no service at all.

13. Roaming. You are roaming anytime your phone indicates that you are roaming. Roaming coverage is only available with certain devices and, unless included as part of your Services, will result in additional charges. Roaming charges will vary based on the caller’s location when the call is initiated. Roaming calls placed “manually” (through an operator or with a credit card) will always incur separate and additional charges. Depending on your phone settings, you may automatically roam if there is a gap or interruption in coverage within the Network coverage area. For directions on how to adjust phone settings, see your user manual or contact our Customer Service. Telscape may terminate service if a majority of minutes in a given month are used while roaming. When roaming, international calling and certain features and services (including voicemail, call waiting, call forwarding, etc.) may not be available.

14. Changing Services. You have the option to change your calling plan at any time without additional fees. Changing your rate plan does not require a new 1 or 2 year agreement, unless a handset upgrade is being made and a handset subsidy is being offered. Changes to Services will generally be effective at the start of your current billing cycle. If the changes take place sooner your bill will reflect pro-rated charges. Certain changes may be conditioned upon payment of an early termination fee or other charges.

15. Your Mobile Phone. Your mobile phone is any Telscape device you use to receive our mobile voice or data service. It must be a Telscape device, comply with Federal Communications Commission regulations and be compatible with the Network and your Plan. We did not manufacture your wireless device and we are not responsible for any defects or for the acts or omissions of the manufacturer. The only warranties on your device are any limited warranties extended by the manufacturer directly to you or passed on to you through the vendor you purchased the phone from. At times we may change your mobile phone's software or programming remotely and without notice. This could affect data you have stored on, or the way you have programmed, your mobile phone. You cannot use Telscape phones with any other service or on any other network.

16. Your Mobile Phone Number and Caller ID. You do not have any rights in any personal identification number, email address, or identifier we assign you; you may not modify, change or transfer any of these except as we allow or as allowed for by law. (We will tell you if we decide to change or reassign them.) The same is true of your mobile phone number, except for any

right you may have to port it. Your mobile phone number and name may show up when you call someone. The number assigned to your phone can be blocked on a per call basis by dialing *67 + destination number + TALK (or similar key). You can permanently block your number by calling in and requesting Caller ID Privacy.

17. TTY Access. A TTY (also known as TDD or Text Telephone) is a telecommunications device that allows people who are deaf or hard of hearing, or who have speech or language disabilities, to communicate by telephone. TTY does not work with all devices. If you have a TTY-capable device, it may not function effectively, or at all, when attempting 911 calls and should not be relied on for such calls.

18. Lost or Stolen Equipment. If your device is lost or stolen, please notify us immediately by calling Customer Service at 800-430-1595. We may grant a temporary suspension of Service but until we do so you are still responsible for all fees and charges incurred on your phone before you notify us of the loss or theft. You agree to cooperate with us in investigating suspected unlawful or fraudulent use, which may include providing us a sworn statement about the theft if we request one.

19. Charges. You agree to pay for all access, usage, and other charges and fees we bill you or that the user of your mobile phone accepted, even if you were not the user of your mobile phone and did not authorize its use. You will be assessed charges based on the terms of your Service including, without limitation, monthly recurring charges and charges based on actual usage (e.g., charges for long distance, roaming, call forwarding, directory assistance, etc.). Airtime and other time based usage charges are calculated from when your device first initiates contact with a network until the network connection is broken, whether or not you were actually successful in connecting to the intended destination. For voice calls received by your device, you are charged from the time shortly before the phone starts ringing until the call is terminated. You are charged for an entire voice call based on the time period in which the call is initiated. International rates may change without notice. Calls to international cellular termination points may be billed at higher rates. For billing purposes, call times are measured in whole minutes and rounded up to the next minute. We charge airtime for most calls, including toll-free and operator-assisted calls. Additional features and services such as operator or directory assistance, etc., may have additional charges. Features such as call waiting, call forwarding, or 3-way calling involve multiple calls and multiple charges.

20. Disputed Charges. Disputes concerning any charges must be raised within 30 days of the date of the bill by writing to us or contacting Customer Service at 800-430-0443. You accept all charges not disputed in this time period. You must pay any disputed charges until the dispute is resolved. Within 30 days we will review any claim to determine if an error has been made and, if appropriate, credit your account accordingly.

21. Taxes, Fees, and Surcharges. You agree to pay all taxes, fees, and surcharges set by the government, including without limitation, sales, gross receipts, Universal Service, use and excise tax. We may not always give advance notice of changes to these items. If you are tax-exempt you must give us your exemption certificates and pay for any filings we make. Tax exemptions are not applied retroactively. Charges may include surcharges that we collect and keep to pay for the costs of complying with government programs such as number pooling, number portability, and Enhanced 911 service. These charges are not taxes nor government imposed assessments. We set these charges and they are kept by us in whole or in part, and are subject to change.

22. Your Bill/Payments. Your bill is our notice to you of your fees, charges and other important information. Your bill reflects the fees and charges in effect under your Plan at the time they are incurred. You should read everything in your bill carefully. Monthly recurring and related

charges for Services are generally invoiced one invoicing cycle in advance. Most usage is generally applied to the invoicing cycle in which they are incurred, but in some instances may be applied to subsequent invoicing cycles. Calls placed on networks served by other carriers (roaming) may take longer to be processed, and billing for these calls may be delayed. Those minutes will be applied against your anytime monthly minutes in the month in which the calls appear on your bill. Payment is due in full as stated on your bill. You must pay all charges by the due date on your invoice. Past due amounts accrue late charges until paid at the rate of one and a half percent (1.5 %) per month or at the highest rate allowed by law and may result in immediate suspension of your account. If you agree to any auto-payment option through banking or credit account, we may initiate payment from the account for all amounts we invoice you without additional authorization or notice. Based on your credit or payment history, we may require certain forms of guaranteed payment as a condition of maintaining Services. If we invoice you for amounts on behalf of a third-party, payments received are first applied to amounts due to us. You may be charged additional fees for certain methods of payment and for payments denied by a financial institution. Acceptance of payments (even if marked “paid in full”) does not waive our right to collect all amounts that you owe us. We will not honor limiting notations you make on or with your checks.

23. Your Privacy. We have a duty under federal and state law to protect the confidentiality of information about the quantity, technical configuration, type, destination, and amount of your use of our Service, together with similar information on your bills. (This does not include your name, address, and mobile phone number.) Except as provided in this Agreement, we will not intentionally share personal information about you without your permission. We may use and share information about you so we can provide our goods or services, for purposes of determining compensation for our agents and so we or our affiliates can communicate with you about goods or services related to the ones you already receive. You can contact us at any time if you don't want us to do this). In addition, you authorize us to investigate your credit history at any time and to share credit information about you with credit reporting agencies. We will provide you with the name and address of any credit agency that gives us a credit report about you upon your request. It is illegal for unauthorized people to intercept your calls, but such interceptions may occur. For training or quality assurance, we may also monitor or record our calls with you.

24. Rebate Credit Terms and Conditions. Rebate credit offer is available at participating Telscape stores, kiosks and authorized dealers only or by calling us at 800-430-0443. Telscape rebate credit offer is subject to Customer Agreement, Calling Plan and credit approval. New two year Agreement required. Certain restrictions apply as per end user service agreement. Limit one rebate credit offer per individual qualifying for service. Equipment must be activated on Telscape service to receive rebate credit. For phones not purchased at a Telscape Store or kiosk, the rebate credit offer is not available if final equipment purchase price (prior to rebate) is less than the stated rebate credit amount. This offer cannot be combined with other promotions or special offers. Corporate equipment pricing is not eligible for rebate credit.

Rebate credit amount will be posted to your monthly invoice approximately 8 weeks after service activation. Telscape reserves the right to review and approve all offers and modify or withdraw this promotion at any time for any reason. Rebate credit will be posted only as a credit to the account that applies for the individual qualifying service. Transfer of the rebate credit to other accounts is strictly prohibited. The rebate credit will only be applied against service charges and cannot be used for the purchase of other equipment or accessories. Accounts must be active and in good standing at the time the rebate credit is to be posted. Rebate credit will be forfeited if the individual qualifying service is deactivated or the account is discontinued, suspended, or becomes inactive for any reason prior to posting. If the individual qualifying service is deactivated or the account is discontinued, suspended, or becomes inactive after the rebate credit is posted, any unapplied amount of the rebate credit will be applied toward the account balance, including applicable ETF charges.

25. Disclaimer of Warranties. WE MAKE NO REPRESENTATIONS OF WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, TO THE EXTENT ALLOWED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICES OR MOBILE DEVICE. SERVICE IS PROVIDED ON AN "AS IS" BASIS. WE DO NOT PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OUR BEHALF. YOU AGREE TO HOLD US HARMLESS FOR ALL SUCH PROBLEMS. THIS DOES NOT DEPRIVE YOU OF ANY WARRANTY RIGHTS YOU MAY HAVE AGAINST ANYONE ELSE.

26. Limitation of Liability/Indemnification. NEITHER WE NOR OUR VENDORS, SUPPLIERS OR LICENSORS ARE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH: (A) ANY ACT OR OMISSION BY YOU, OR ANOTHER PERSON OR COMPANY; (B) PROVIDING OR FAILING TO PROVIDE SERVICES, INCLUDING DEFICIENCIES OR PROBLEMS WITH YOUR MOBILE DEVICE, OUR NETWORK COVERAGE OR SERVICES (E.G., DROPPED, BLOCKED, INTERRUPTED CALLS/MESSAGES, ETC.); (C) TRAFFIC OR OTHER ACCIDENTS, OR ANY HEALTH-RELATED CLAIMS ALLEGEDLY ARISING FROM THE USE OF SERVICES, ANY MOBILE DEVICES OR RELATED ACCESSORIES; (D) CONTENT OR INFORMATION ACCESSED WHILE USING OUR SERVICES, SUCH AS THROUGH THE INTERNET; (E) INTERRUPTION OR FAILURE IN ACCESSING OR ATTEMPTING TO ACCESS EMERGENCY SERVICES FROM YOUR PHONE, INCLUDING 911, E911 OR OTHERWISE; OR (F) EVENTS DUE TO FACTORS BEYOND OUR CONTROL, INCLUDING ACTS OF GOD (INCLUDING, WITHOUT LIMITATION, WEATHER-RELATED PHENOMENA, FIRE OR EARTHQUAKE), WAR, RIOT, STRIKE, OR ORDERS OF GOVERNMENTAL AUTHORITY. IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, OR USE INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, OR TORT, OR OTHERWISE ARISING FROM OR IN CONNECTION WITH THE PROVISION OR FAILURE TO PROVIDE ANY PRODUCT OR SERVICE. UNLESS THE LAW FORBIDS IT IN ANY PARTICULAR CASE, WE EACH AGREE TO LIMIT CLAIMS FOR DAMAGES OR OTHER MONETARY RELIEF AGAINST EACH OTHER TO DIRECT DAMAGES. THIS LIMITATION AND WAIVER WILL APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCTS LIABILITY, OR ANY OTHER THEORY. YOU AGREE TO INDEMNIFY US FOR ANY CLAIMS BY THIRD PARTIES AGAINST US ARISING OUT OF THE USE OF OUR PRODUCTS OR SERVICES. IF ANOTHER MOBILE CARRIER IS INVOLVED IN ANY PROBLEM (FOR EXAMPLE, WHILE YOU ROAM), YOU ALSO AGREE TO ANY LIMITATIONS OF LIABILITY IN ITS FAVOR THAT IT IMPOSES.

27. Mandatory Arbitration of Disputes. IN THE EVENT OF A DISPUTE, INSTEAD OF SUING IN COURT YOU AND TELSCAPE AGREE TO ARBITRATE ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES AGAINST EACH OTHER ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE SERVICES, ANY PHONES/EQUIPTMENT, OR ADVERTISING, EVEN IF IT ARISES AFTER YOUR SERVICES HAVE BEEN TERMIANTED, AND INCLUDING CLAIMS YOU MAY BRING AGAINST TELSCAPE EMPLOYEES, AGENTS, AFFILIATES OR OTHER REPRESENTATIVES OF TELSCAPE.

28. THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT AND ITS PROVISIONS, NOT STATE LAW, GOVERN ALL QUESTIONS OF WHETHER A CLAIM IS SUBJECT TO ARBITRATION. THIS PROVISION DOES NOT PREVENT EITHER YOU OR TELSCAPE FROM BRINGING APPROPRIATE CLAIMS IN SMALL CLAIMS COURT, BEFORE THE FEDERAL COMMUNICATIONS COMMISSION OR A STATE PUBLIC UTILITIES COMMISSION.

29. BOTH PARTIES ACKNOWLEDGE THAT BY AGREEING TO THIS SECTION, WE WAIVE

ANY RIGHT TO A JURY TRIAL OR PARTICIPATION AS A PLAINTIFF OR AS A CLASS MEMBER IN CLASS ACTION LITIGATION. THIS AGREEMENT DOES NOT PERMIT CLASS ARBITRATIONS. WE ALSO EACH AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, THAT: (1) EXCEPT FOR QUALIFYING SMALL CLAIMS COURT CASES, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY PRIOR AGREEMENT FOR MOBILE SERVICE WITH US OR ANY OF OUR AFFILIATES OR PREDECESSORS IN INTEREST, OR ANY PRODUCT OR SERVICE PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT OR SUCH A PRIOR AGREEMENT, OR ANY ADVERTISING FOR SUCH PRODUCTS OR SERVICES, WILL BE SETTLED BEFORE THE AAA. (2) THIS PROVISION DOES NOT PREVENT YOU OR US FROM BRINGING A CLAIM IN A SMALL CLAIMS COURT OR BEFORE A FEDERAL, STATE OR LOCAL GOVERNMENT AGENCY. (3) A SINGLE ARBITRATOR ENGAGED IN THE PRACTICE OF LAW WILL CONDUCT THE ARBITRATION. (4) ALL EXPEDITED PROCEDURES PRESCRIBED BY THE APPLICABLE RULES WILL APPLY. (5) THE ARBITRATOR'S DECISION AND AWARD IS FINAL AND BINDING, AND JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT WITH JURISDICTION. (6) IF ANY PARTY FILES A JUDICIAL OR ADMINISTRATIVE ACTION ASSERTING A CLAIM THAT IS SUBJECT TO ARBITRATION AND ANOTHER PARTY SUCCESSFULLY STAYS SUCH ACTION OR COMPELS ARBITRATION, THE PARTY FILING THAT ACTION MUST PAY THE OTHER PARTY'S COSTS AND EXPENSES INCURRED IN SEEKING SUCH STAY OR COMPELLING ARBITRATION, INCLUDING ATTORNEYS' FEES. (7) AN AWARD AND ANY JUDGMENT CONFIRMING IT ONLY APPLIES TO THE ARBITRATION IN WHICH IT WAS AWARDED AND CAN'T BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF. (8) IF FOR SOME REASON THESE ARBITRATION REQUIREMENTS DON'T APPLY, OR A CLAIM PROCEEDS IN SMALL CLAIMS COURT, WE EACH WAIVE ANY TRIAL BY JURY.

30. Miscellaneous. A waiver of, or failure to enforce, any part of this Agreement in one instance is not a waiver of any other part or any other instance. You cannot assign this Agreement or any of your rights or duties under it. We may assign all or part of this Agreement or your debts owed to us without notice, and you agree to make all subsequent payments as instructed. Notices by us are considered delivered when we send them to any email or fax number you've provided to us, or 3 days after mailing to the most current billing address we have on file for you, or upon posting on our website. You may notify us by calling Customer Service at 800-430-0443, or contact Customer Service to get our current address for written notice. If any part of this Agreement, including any part of its arbitration provisions, is held invalid or unenforceable, that part may be severed from this Agreement. This Agreement and the documents to which it refers form the entire agreement between us on their subjects. You cannot rely on any other documents or statements on those subjects by any sales or service representatives, and you have no other rights with respect to Service or this Agreement, except as specifically provided by law. This Agreement is not for the benefit of any third party except our parents, affiliates, subsidiaries, agents, and predecessors and successors in interest. Except to the extent we have agreed, otherwise this Agreement and disputes covered by it are governed by federal law and the laws of the state of California, without regard to choice of law principles or the conflicts of laws rules of that state. Section headings are for descriptive, non-interpretive purposes only.